

SOLICITATION, OFFER, AND AWARD			1. Caption <div style="text-align: center;">Independent Hearing Officer</div>		Page of Pages <div style="display: flex; justify-content: space-between;"><div>1</div><div>31</div></div>		
2. Contract Number		3. Solicitation Number <div style="text-align: center;">DCGD-2014-R-0002</div>		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: Office of Contracting and Procurement Office of the State Superintendent of Education 810 First Street, NE 8th Floor Washington, DC 20020				8. Address Offer to: Office of Contracting and Procurement Office of the State Superintendent of Education 810 First Street, NE 8th Floor Washington, DC 20020			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>1+3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>810 First Street, NE 8th Floor</u> until <u>Ongoing</u> local time <u>Ongoing</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Alvin N. Stith		B. Telephone (Area Code) 202 (Number) 481-3798 (Ext)		C. E-mail Address alvinn.stith@dc.gov	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form		X	I	Contract Clauses	
X	B	Supplies or Services and Price/Cost		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement		X	J	List of Attachments	
x	D	Packaging and Marking		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance		X	K	Representations, certifications and other statements of offerors	
X	F	Deliveries or Performance					
X	G	Contract Administration Data					
X	H	Special Contract Requirements		X	L	Instructions, conditions & notices to offerors	
				X	M	Evaluation factors for award	
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		_____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code) (Number) (Ext)				15 C. Check if remittance address is different from above - Refer to Section G		17. Signature	
						18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount NTE \$177,250.00		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Government of the District of Columbia			Office of Contracting & Procurement				

SECTION B - SUPPLIES OR SERVICE AND PRICE

B.1 INTRODUCTION

The Office of the State Superintendent of Education ("OSSE") requests responses from attorneys who will serve as Impartial Hearing Officers ("IHO"), mediators, and facilitators. Chosen candidates will form a cadre of administrative hearing officers who will be responsible for presiding over due process hearing matters brought pursuant to the Individuals with Disabilities Education Act (IDEA: 20 U.S.C. Section 1400 et seq.; 34 C.F.R. Parts 300 and 303). The cadre of Impartial Hearing Officers may also be assigned as mediators in IDEA matters and facilitators for resolution sessions convened in accordance with IDEA requirements.

The candidates must either be a current member in good standing of the District of Columbia Bar, or be a current member in good standing of another State Bar, and eligible for, and willing to, waive into the District of Columbia Bar by application within 90 days.

It is the OSSE's plan to develop a roster of ten (10) attorneys who will be available to receive assignments to serve as Impartial Hearing Officers, mediators, and/or facilitators on a rotational, as needed basis. The OSSE will also choose a reserve panel of 10 individuals who will serve as an applicant pool of attorneys who will be considered for placement on the roster in the event that a chosen candidate is no longer serving in this capacity.

B.2 CONTRACT TYPE

This District anticipates multiple awards under an Indefinite Delivery Indefinite Quantity (IDIQ) Task Order Contracts. Contracts will be awarded in accordance with paragraph 139 of the Blackman Jones Consent Decree which provides, that under the Consent Decree, the District of Columbia "[is] not bound by the D.C. Procurement Practices Act, D.C. Code Section 2-301.01 et seq., any other District or federal law relating to procurement, and any regulations thereunder."

B.3 TERM AND PRICE SCHEDULE

B.3.1 TERM

The base period of the contract shall be one year from date of award with the option for the OSSE to renew the contract for up to four (4) one-year periods.

B.3.2 PRICE

B.3.2.1 Assignment Pricing

Impartial Hearing Officers will be paid based on a flat-fee per case assignment. The per case flat fee is \$1,400.00 per administrative due process case assignment, \$850.00 per Mediation case assignment, and \$500.00 per Facilitated Resolution case assignment. For billing purposes case assignments are based on the date that the due process complaint or the mediation was filed.

The IHO will be paid at the established per case assignment rate for performing the services in Schedule B.3.2.2 and Section C Descriptions/Specifications/Work Statement. The maximum amount for the base year contract shall not exceed \$177,750 and option years shall not exceed \$177,250.00 and is conditioned on the IHO's satisfactory performance of the contract duties and need for the services. The maximum contract amount is inclusive of costs for IHO training required by the SHO.

B.3.2.2 Price Schedule

Base Year (Date of Award to September 30, 2014)

Item No.	Description	No. of Cases	Rate Per Case	Minimum Total	No. of Cases	Rate Per Case	Maximum Total
1	Due Process Cases	1	\$1,400.00	1,400.00	120	\$1,400.00	\$168,000.00
2	Mediation Cases	1	\$850.00	\$850.00	5	\$850.00	\$4,250.00
3	Facilitated Resolution Cases	1	\$500.00	\$500.00	10	\$500.00	\$5,000.00
4	One-Time Orientation Reimbursement	1	\$500.00	\$500.00	N/A	N/A	\$500.00
	Total						\$177,750.00

Option Year One (October 1, 2014 to September 30, 2015)

Item No.	Description	No. of Cases	Rate Per Case	Minimum Total	No. of Cases	Rate Per Case	Maximum Total
1	Due Process Cases	1	\$1,400.00	1,400.00	120	\$1,400.00	\$168,000.00
2	Mediation Cases	1	\$850.00	\$850.00	5	\$850.00	\$4,250.00
3	Facilitated Resolution Cases	1	\$500.00	\$500.00	10	\$500.00	\$5,000.00
	Total						\$177,250.00

Option Year Two (October 1, 2015 to September 30, 2016)

Item No.	Description	No. of Cases	Rate Per Case	Minimum Total	No. of Cases	Rate Per Case	Maximum Total
1	Due Process Cases	1	\$1,400.00	1,400.00	120	\$1,400.00	\$168,000.00
2	Mediation Cases	1	\$850.00	\$850.00	5	\$850.00	\$4,250.00
3	Facilitated Resolution Cases	1	\$500.00	\$500.00	10	\$500.00	\$5,000.00
	Total						\$177,250.00

Option Year Three (October 1, 2016 to September 30, 2017)

Item No.	Description	No. of Cases	Rate Per Case	Minimum Total	No. of Cases	Rate Per Case	Maximum Total
1	Due Process Cases	1	\$1,400.00	1,400.00	120	\$1,400.00	\$168,000.00
2	Mediation Cases	1	\$850.00	\$850.00	5	\$850.00	\$4,250.00
3	Facilitated Resolution Cases	1	\$500.00	\$500.00	10	\$500.00	\$5,000.00
	Total						\$177,250.00

Option Year Four (October 1, 2017 to September 30, 2018)

Item No.	Description	No. of Cases	Rate Per Case	Minimum Total	No. of Cases	Rate Per Case	Maximum Total
1	Due Process Cases	1	\$1,400.00	1,400.00	120	\$1,400.00	\$168,000.00
2	Mediation Cases	1	\$850.00	\$850.00	5	\$850.00	\$4,250.00
3	Facilitated Resolution Cases	1	\$500.00	\$500.00	10	\$500.00	\$5,000.00
	Total						\$177,250.00

B.4 PROJECTED CASES

OSSE cannot provide applicants with an estimate of the number of case assignments projected for fiscal year 2014 and beyond. For reference, candidates may use the following historical data of the number of cases received by OSSE in prior fiscal years:

Case Type	2010	2011	2012	2013 to date
IDEA Due Process	1508	1360	925	441
IDEA Mediation	28	25	41	3
Facilitated Resolution				14

SECTION C: SPECIFICATIONS/WORK STATEMENTS

C.1.1 BLACKMAN/JONES CONSENT DECREE

OSSE and the District of Columbia Public Schools (“DCPS”) were defendants in two class action lawsuits, consolidated as *Blackman-Jones v. District of Columbia*, 97-CA-1629 (D.D.C.). The *Blackman* complaint alleged that the District failed to provide IDEA special education due process hearings and issue final determinations within the timeframe prescribed by the IDEA. The *Jones* complaint alleged that the District failed to timely implement hearing officer determinations and settlement agreements. On August 24, 2006, the parties entered into a Consent Decree known as the “Blackman/Jones Consent Decree.” The *Blackman* portion of the case was dismissed in 2011, along with all provisions of the Consent Decree applicable to the *Blackman* case. The *Jones* case remains pending.

The Blackman/Jones Consent Decree contains certain provisions governing the handling of administrative IDEA special education due process hearings and the establishment of “Standard Operating Procedures” for the Student Hearing Office. Therefore, in addition to federal and District laws and regulations and court decisions, the Impartial Hearing Officers must comply with the required elements of the Student Hearing Office Standard Operating Procedures (SOP); the provisions of the Blackman/Jones Consent Decree and related Alternative Dispute Resolution (ADR) Agreements concluded in the case in December 2007 and in May 2010; all District of Columbia Municipal Rules and Regulations, and all other related binding agreements until such time that those documents are no longer applicable to OSSE and/or the SHO. Although the *Blackman* case has been dismissed, OSSE has not rescinded or issued regulations to replace the Standard Operating Procedures.

C.1.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by these references:

Item No.	Document Type	Title	Where found
1	Law and Regulations	Building the Legacy: IDEA 2004	http://idea.ed.gov/
2	Regulations	District of Columbia Municipal Regulations (DCMR)	http://www.dcregs.dc.gov/Gateway/Agencyhome.aspx?SearchType=DCMRAgency&AgencyID=42 .
3	Consent Decree	Blackman/Jones Consent Decree	http://osse.dc.gov/seo/cwp/view,a,1222,q,561151.asp

C.1.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

ACRONYM	DEFINITION
OSSE	Office of the State Superintendent of Education
SHO	Student Hearing Office
IDEA	Individuals with Disabilities Education Act
DCMR	D.C. Municipal Regulations
IHO	Impartial Hearing Officer
CHO	Chief Hearing Officer
LEA	Local Education Agency
SOP	Standard Operating Procedures
ADR	Alternative Dispute Resolution
FRM	Facilitated Resolution Meeting

C.1.4 CHANGES IN LAWS, REGULATIONS, AND POLICIES

If applicable laws, regulations, and policies are revised during the term of the contract, the Impartial Hearing Officer shall provide the services in accordance with the law, regulations and procedures in effect and applicable to the proceedings.

C.2 DUE PROCESS HEARING MATTERS

Part B of the IDEA imposes a duty upon the District of Columbia to establish and maintain an impartial administrative due process hearing system to hear and adjudicate disputes between parents of children with disabilities and any local education agency (as defined at 34 C.F.R. § 300.28) on any matters relating to the identification, evaluation, or educational placement of a child with a disability, or the provision of a free appropriate public education to the child. (34 C.F.R. § 300.507.) Similarly, Part C of the IDEA imposes a duty upon the District of Columbia to establish and maintain an impartial administrative due process hearing system to hear and adjudicate disputes between parents of infants and toddlers with disabilities and an early intervention service provider and/or OSSE as the lead agency for Part C in the District of Columbia, relating to the identification, evaluation, or placement of a child, or the provision of early intervention services to the infant or toddler with a disability and his or her family under Part C of the IDEA. (34 C.F.R. § 303.440.) During a due process hearing, each party has the opportunity to present their position regarding the matters in dispute. An Impartial Hearing Officer presides over the proceedings, and parties' present witnesses, testimony, documents, and legal arguments to support their case. At the close of the proceedings, the Impartial Hearing Officer renders a decision on the issues presented during the hearing, within the timeframe established by the IDEA.

Voluntary mediation is available to allow parents and public agencies to resolve disputes involving any matter under Parts B and C of the IDEA (34 C.F.R. §§300.506 and 303.431). Mediation is available to parties who have filed an IDEA due process complaint as well as parties who have a dispute but have not filed a due process complaint.

Resolution sessions are required components of the IDEA dispute resolution process. Following the filing of a due process complaint, the LEA (under Part B) and the lead agency (under Part C) must convene a meeting with the parent and relevant member(s) of the Individualized Education Program (IEP) or Individualized Family Services Plan (IFSP) team, as appropriate, to discuss the due process complaint and the facts that form the basis of the complaint, so that the LEA or lead agency, as appropriate, has the opportunity to resolve the dispute before a due process hearing. (34 C.F.R. §§300.510 and 303.442.) OSSE has implemented a program for facilitated resolution sessions, whereby OSSE assigns a neutral person to assist parents and the LEA or lead agency, as appropriate, in the resolution session required by the IDEA. Unlike a mediator who orchestrates a mediation session and leads the parties in a discussion for the purpose of reaching agreement regarding the dispute, a facilitator assists the parties during the resolution session. The facilitator does not usurp the role of the LEA or lead agency, as appropriate, to convene and preside over the resolution meeting.

C.3 QUALIFICATIONS FOR IMPARTIAL HEARING OFFICERS

C.3.1 MANDATORY QUALIFICATIONS FOR IMPARTIAL HEARING OFFICERS

Each successful candidate will be responsible for hearing IDEA cases as well as other matters requiring administrative review as determined by OSSE. Each candidate must possess certain mandatory qualifications, including qualifications as required by the IDEA.

C.3.1.1 To qualify as an Impartial Hearing Officer and while under contract with OSSE:

(A) Be an attorney in good standing of the District of Columbia Bar or be a current member in good standing of another State Bar and eligible for, and willing to, waive into the District of Columbia Bar. All Candidates shall provide a certificate of good standing for all bars of which he/she is a member, as well as, proof of length of membership when submitting response. If a Candidate is selected and is not a current member of the District of Columbia Bar, he/she must file a petition to waive into the District of Columbia Bar as soon as possible and no later than 30 days of the notice of intent to award and provide proof of submission of application to the SHO to demonstrate he/she is awaiting action on a petition to waive into the District of Columbia Bar. Failure to maintain membership in good standing in the District of Columbia Bar and any other State Bar in which the Hearing Officer is a member shall be grounds for termination of this Contract.

(B) An Impartial Hearing Officer must have at least five years of legal experience as a practicing attorney.

(C) An Impartial Hearing Officer shall not be an employee of the OSSE or the Local Education Agency (LEA), as defined by 34 C.F.R. §300.28, that is involved in the education or care of the child. LEAs include both DCPS and public charter schools in the District.

(D) An Impartial Hearing Officer shall not be an employee of a private school or entity servicing children birth to 22 receiving funding from OSSE, including community based organizations and family childcare homes in which a student has been placed, or any public or private agency or organization that is involved in the education or care of the student who is or may be the subject of the hearing.

(E) An Impartial Hearing Officer shall not be a person having a personal or professional interest that conflicts with the person's objectivity in the hearing.

(F) An Impartial Hearing Officer shall not represent a parent or school, in the District of Columbia or in any other jurisdiction, in any due process hearing or administrative or judicial proceeding regarding a school or educational matter.

(G) The Contractor/Impartial Hearing Officer will be required to sign a conflict of interest statement. (See attachment J.2.2)

(H) A person who otherwise qualifies to conduct a hearing under paragraph C.3.1 of this section is not an employee of the OSSE solely because he or she is paid by the OSSE to serve as an Impartial Hearing Officer.

(I) An Impartial Hearing Officer must possess the knowledge and ability to conduct hearings in accordance with appropriate, standard legal practice.

(J) An Impartial Hearing Officer must possess the knowledge and ability to render and write decisions in accordance with appropriate, standard legal practice.

(K) Possess judicial temperament;

(L) Demonstrate the qualifications described in section C.4.

(M) Demonstrate "Good" or "Excellent" writing skills, as defined by the Technical Rating Scale described in Section M.

(N) Except as provided in section C.3.1.2, during the term of his or her contract with the OSSE, an Impartial Hearing Officer shall not represent, contract with, be employed by or accept any remuneration from any individual or entity (including, without limitation, any child, parent, teacher, administrator, school district, charter school or regional education service center) in connection with any matter relating to or involving public education in the District of Columbia (including, without limitation, any matter arising under or relating to the IDEA, Section 504 of the Rehabilitation Act of 1973, and any other federal or D.C. law, rule or regulation relating to education);

C.3.1.2 The restriction set forth above shall not restrict or prohibit a Hearing Officer from:

(A) Accepting compensation or remuneration from the OSSE pursuant to a contract entered into in accordance with this RFQ, or

(B) Accepting compensation or remuneration for serving as a mediator or facilitator in educational disputes (provided, however, that a Hearing Officer may not serve as a mediator or facilitator in any case or matter involving a student who has been the subject of a due process hearing over which the Hearing Officer has presided).

C.4 PREFERRED QUALIFICATIONS

C.4.1 The following qualifications are not mandatory but will be given consideration by the Evaluation Panel as part of the overall consideration of all responses:

(A) Experience as an Administrative Hearing Officer or Law Judge for IDEA hearings; or for other comparable administrative hearings requiring written decisions with significant findings of fact and conclusions of law that involve parties who generally have a continuing relationship after the issuance of the decision.

(B) Past experience using electronic docketing or case management systems and/or comfort level with and willingness to master using technology in general.

(C) A minimum of 2 years of legal experience in the areas of special education, disability law, administrative law, or civil rights.

(D) Experience as a Judge, arbitrator or mediator.

(E) Resident of the District of Columbia.

C.5 SELECTION PROCESS

C.5.1 Initial Selection Process

The OSSE shall review all responses received by August 30th.

An initial review will be conducted by OSSE to ensure each response is complete with all mandatory components and was submitted in a timely manner. Any response that does not comply with the requirements for the submission of a complete response set forth in Sections L.2, L.3.1, and L.5 will be disqualified from consideration of the panel. A panel comprised of individuals selected by the State Superintendent of Education shall review each complete response and will invite back for interview those Candidates that the panel considers most qualified to be a Hearing Officer.

Candidates will receive notice of an interview by phone and by email. After each of the Candidates selected for interview has been interviewed by members of the panel, the panel shall select some or all of the Candidates to participate in a training and orientation program as specified by the Student Hearing Office. The orientation training may be up to four-days and will be scheduled for a date to be determined. The OSSE will pay a stipend for attending orientation as provided for in Section L.10. Individuals who do not attend the training and orientation program will not qualify to receive a stipend of any amount. OSSE expects that all candidates selected to participate in the training/orientation and who receive a score of "Pass" will be offered a contract as a Hearing Officer.

C.5.1.1 The orientation program sponsored by the OSSE shall focus on the applicable laws, regulations, and policies and procedures regarding IDEA due process matters. Candidates will receive a stipend of \$500.00 for attending orientation. Additionally, if a candidate is interested in receiving continuing legal education credits, OSSE will provide the requisite information to the Candidate for his/her submission. The orientation will include written and oral exercises to be rated by OSSE with input from the trainer/Chief Hearing Officer.

The Candidate must attain a score of "Pass" on the oral and written orientation exercises and demonstrate that the Candidate possesses the skills and judicial temperament to serve as an Impartial Hearing Officer. The oral and written orientation exercises shall be designed to determine a Candidates' knowledge and ability in regard to the following:

(A) Knowledge of, and the ability to understand, the provisions of the IDEA, Federal and District of Columbia regulations pertaining to the IDEA and the education of children with disabilities, and legal interpretations of the IDEA by Federal and District of Columbia courts;

(B) Knowledge and ability to conduct pre-hearings and hearings in accordance with appropriate, legal practice; and

(C) Knowledge and ability to render and write decisions in accordance with appropriate, standard legal practice.

C.5.1.2 If a Candidate does not attain a score of "Pass" on the oral and written orientation exercises with regard to the possession of the requisite knowledge and ability set forth above or the Candidate does not demonstrate that he or she possesses the skills and judicial temperament to serve as an Impartial Hearing Officer, the Candidate will not be awarded a contract.

C.5.1.3 Participation in the orientation training is mandatory for award of a contract. After the conclusion of the training, and after consideration of the input from the trainer/Chief Hearing Officer regarding the oral and written training exercises and demonstration of the necessary skills and judicial temperament, and the total points obtained on the Technical Rating Scale described in Section M, the OSSE will decide which Candidate(s) is/are most qualified to act as a Hearing Officer.

C.5.1.4 HEARING OFFICER ROSTER

The OSSE shall maintain a roster of Hearing Officers. The roster will indicate Hearing Officer as available to accept matters. A Hearing Officer shall, upon the effective date of the contract, be available to receive assigned cases. If a candidate is not available to receive assigned cases but has been selected by the OSSE, such candidate may be assigned to the Reserve List for up to one year.

C.6 WORK CONDITIONS AND EXPECTATIONS

C.6.1 LOCATION OF HEARINGS AND OTHER SESSIONS

In general, the hearings and mediations will be conducted at 810 First St., NE, Washington, DC 20002 (the First Street location). However, the IDEA requires that each IDEA hearing must be conducted at a time and place that is reasonably convenient to the parents and child involved. Therefore, as required, an Impartial Hearing Officer must be able to travel to another location to conduct IDEA due process hearings. (34 C.F.R. §300.515) Facilitated Resolution Sessions are generally held at the school that the child attends.

C.6.2 ADMINISTRATIVE SUPPORT

C.6.2.1 An Impartial Hearing Officer shall possess the necessary support and equipment necessary to perform his/her duties. At a minimum, the Impartial Hearing Officer shall have and maintain:

(A) A telephone (monitored during business hours by a secretary, voice mail, answering service or answering machine or system);

(B) A fax machine or confidential e-fax service;

(C) A PC compatible computer, with reliable high speed Internet access that is capable of running Microsoft Windows XP or higher (a Mac computer may be used so long as the software used is PC compatible);

(D) Microsoft Office, including Word and Outlook, released for Windows XP or higher;

(E) Adobe Acrobat Professional;

(F) An electronic mail address that may be distributed to parties appearing before the OSSE;

(G) A printer; and,

(H) A scanner that scans documents in Adobe PDF files or an equivalent software program by which other electronic or scanned made be printed and/or saved as Adobe PDF files.

C.6.2.2 Based on availability of space and at the OSSE's discretion, the OSSE will provide a designated working space for the Impartial Hearing Officers, including access to a computer and telephone, at the First Street N.E. location.

C.6.2.3 OSSE will not provide any support, equipment or otherwise, that would call into question the independent contractor status of any Contractor as defined by the United States Internal Revenue Status and/or common law in the courts of the United States.

C.7 STANDARDS OF CONDUCT AND DECORUM

C.7.1 An Impartial Hearing Officer shall comply with the standards of neutrality, confidentiality, and conduct required by IDEA, the Family Educational Rights and Privacy Act (FERPA: 20 U.S.C. §1232g; 34 C.F.R. Part 99); Bar Rules of the District of Columbia; the American Bar Association's Model Code of Judicial Conduct; and all other laws, rules, and regulations applicable to the education of students. An Impartial Hearing Officer shall display professional behavior at all times in the performance of duties related to the due process hearing system.

C.7.2 An Impartial Hearing Officer shall also ensure that the rights of all parties are protected, shall rule on procedural questions without bias or prejudice, and shall take actions necessary to complete the hearing in an efficient and expeditious manner, including management of the case and the conduct of status and pre-hearing conferences as necessary. The Impartial Hearing Officer shall be fair and completely impartial in all aspects of his or her duties.

C.8 MAINTENANCE OF CASE FILES

After the completion of the hearing proceedings, the Impartial Hearing Officer shall return the hearing record to OSSE in accordance with the directives of OSSE or any subsequent rules promulgated by OSSE. The Impartial Hearing Officer will, if necessary, also be trained regarding the use of the electronic case docketing system and will be expected to use it to manage all cases in the manner prescribed by OSSE, including electronic submission of Hearing Officer Determinations utilizing a template. The Contractor shall maintain all records related to submitted invoices for a period of five (5) years.

C.9 COMPLIANCE WITH IDEA TIMELINES

Compliance with timelines is a critical matter and is a factor in performance and evaluation.

All IDEA due process matters must be handled within the timelines established by federal and District of Columbia laws and regulations. An Impartial Hearing Officer shall comply with the strict federal timelines in accordance with 34 C.F.R. §§300.515, 300.532(c), and 303.447, in the performance of the duties of a Hearing Officer. Failure to adhere to timelines will result in adverse action, up to and including termination of the contract.

C.9.1 For non-expedited IDEA hearings, the decision due date of a case means that it is 45 days following the date upon which any applicable resolution period expires/adjusts, unless the Hearing Officer has, for good cause, granted a specific extension of time beyond the 45-day time frame at the request of either party, in which case the final written decision disposing of all issues must be rendered by the date identified in the order extending the 45-day timeframe. Failure to submit a timely hearing officer's decision without a basis deemed acceptable to OSSE may result in termination of the contract.

C.9.2 For IDEA hearings, if for any reason the electronic docketing system is unavailable at the time an Order or Final Hearing Determination is to be issued, the Impartial Hearing Officer must transmit the written order/determination in accordance with DCMR §E-3030.11., and as prescribed by the Student Hearing Office to avoid a late hearing officer's decision.

C.9.3 The certified, complete and organized record of the administrative hearing must be returned to the Student Hearing Office in accordance with the written directives of the Office.

C.10 IDEA DECISION FORMAT, REDACTION

The Impartial Hearing Officer shall comply with the decision requirements in all federal and local laws and regulations, and OSSE directives. IDEA matters follow the specific guidelines outlined in 34 C.F.R. §§300.512-300.513, DCMR 5E- §3030.13 and standard legal practice, and any other format requirements set by the OSSE. After deleting personally identifiable information, these Hearing Officer Determinations are made available to the public; therefore the Impartial Hearing Officer shall also comply with the redaction format and redaction requirements set by the OSSE. In addition to the requirements of DCMR 5E-§3030.13:

C.10.1 The decisions of the Hearing Officer shall be clear, specific and well-organized and shall include findings of facts, conclusions of law, and an order, as appropriate. Decisions shall contain correct grammar, punctuation, and spelling.

C.10.2 Findings of fact shall be based only on documentary and testimonial evidence admitted. Findings of fact shall be limited to only those that are necessary to resolve an issue properly before the Hearing Officer. Findings of fact shall be clear, concise, and specific.

C.10.3 Conclusions of law shall accurately apply the law to the facts set forth in the findings of fact, and state correct citations to any controlling legal authority. Conclusions of law shall be limited to only those that are necessary to resolve an issue properly before the Hearing Officer.

C.10.4 Decisions and Orders shall dispose of all issues before the Hearing Officer in the case and shall be limited to matters within the Hearing Officer's jurisdiction. The decision shall include an

order that is clear, concise, specific and verifiable, including the required action and time period to implement the order. The parties should be able to implement the mandates in the order without reference to any other part of the decision.

C.10.5 Hearing Officers shall issue hearing decisions in accordance with DCMR, Title 5E- §3030.11. In addition, Hearing Officers shall send an electronic copy (through the docketing system or by e-mail with an attached PDF file) of the hearing decision to counsel for both parties and to the Student Hearing Office.

C.11 CASE UPDATES

Upon accepting an assigned case the Hearing Officer is responsible for the data integrity of cases filed and assigned through the electronic docketing system (iSight, or other electronic docketing system as determined based on case criteria). Responsibility for data integrity incorporates activities such as the inputting and updating of documents, data, and scheduling within the electronic database system. As the OSSE updates systems to incorporate efficiencies, the OSSE reserves the right to amend these requirements. The Hearing Officer shall provide updates and docket information on case activity for the case file on a continuing and reasonably contemporaneous basis. In administering the case management component of their duties the Hearing Officer shall comply with all required tasks in the electronic docketing system.

Updates for Special Education Matters

Special Education due process complaint cases will use the iSight database to store data. In these cases, specific case management tasks to be performed by the Hearing Officer include but are not limited to completing:

Analysis of complaint to shift case to expedited when necessary;

All elements of the “Case Management” page;

All elements of the “Hearing Scheduling page”, including input and confirmation;

Responding to all Motions, (granting/denying);

Entering all data and taking all actions with respect to Motion to Amend, Motion to Consolidate, and Motion for Continuance; the hearing officer must enter all data reset case timelines;

C.11.1 Hearing Officer must demonstrate consistency in documenting the granting and denying motions through the iSight Docketing System.

C.11.2 Hearing Officer must ensure that the due process complaint is closed completely in iSight accompanied by the appropriate closing document; i.e. HOD, Order or Settlement Agreement.

C.11.3 Hearing Officer must ensure that information regarding the resolution session, pre-hearing conferences is updated in iSight in a timely manner.

C.11.4 Hearing Officer must confirm that the student ID is correct.

C.12 CASE RECORDS

All products developed before, during and after an administrative hearing, mediation, or facilitated resolution session handled by an Impartial Hearing Officer, become the sole property of OSSE. The Hearing Officer shall return the administrative record for all assigned matters to the Student Hearing Office in accordance with the written directives of the Office.

C.13 IHO UNAVAILABILITY FOR CASE ASSIGNMENTS

An Impartial Hearing Officer may indicate up to two (2) ten day periods during each contract year, not within the same month and not within consecutive months, during which no cases shall be assigned with due dates during the ten day period requested.

C.14 OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST

C.14.1 Outside employment and practice of law is not barred so long as the practice is permitted under Section C.3.1, and is compatible with the duties of an Impartial Hearing Officer. The Impartial Hearing Officer shall demonstrate that such outside practice complies with the limitations set forth in Section C.3.1 specifically, the Impartial Hearing Officer shall:

C.14.2 Maintain the ability to respond to requests for hearings and pre-hearing motions on short notice;

C.14.3 Meet all applicable timelines; and,

C.14.4 Be ready, willing, and able to preside at special education due process hearings and other matters as assigned under the contract, at the frequency and on the terms and conditions agreed to and set forth in any contractual agreement with the OSSE. The Impartial Hearing Officer shall be available as required for timely administration of all hearings and other matters as assigned by OSSE, including associated services such as status and pre-hearing conferences, on-site hearings, and teleconferences.

C.15 TRAINING AND EVALUATION

C.15.1 Training

C.15.1.1 OSSE shall provide periodic training to Hearing Officers on various aspects of the law, rules, and regulations that govern all hearings and other matters assigned under the contract.

C.15.1.2 The Candidate shall attend the Impartial Hearing Officer Orientation/Trainings as specified by OSSE.

C.15.1.3 Upon being offered a Contract, the Impartial Hearing Officer may be required to participate in an individualized mentoring program as specified by the OSSE, which may include the observation of a special education due process hearing or other administrative matters.

C.15.1.4 Impartial Hearing Officers are required to attend all mandatory training sessions during the term of the contract.

C.15.2 Performance Evaluation

C.15.2.1 The performance of every Impartial Hearing Officer will be evaluated at least on an annual basis. Notwithstanding the annual evaluation, the Director of the OSSE Student Hearing Office or his/her designee monitors Impartial Hearing Officers' performance on an ongoing basis. The Impartial Hearing Officer must maintain a "satisfactory" performance rating in each of the following job performance criteria during the term of the contractual engagement to be considered to maintain the contract after the evaluation, and to be considered for reappointment as an Impartial Hearing Officer for the next year.

C.15.2.2 The Impartial Hearing Officer must demonstrate knowledge of Federal and State requirements governing all of the OSSE administrative hearing subject matter areas. With regard to Special Education matters, hearing officers must demonstrate knowledge of Federal and State requirements governing IDEA services for children with disabilities, including legal interpretations of the IDEA and District of Columbia laws and regulations by Federal and District of Columbia courts, as well as the impact of any recent cases and/or amendments on the practice.

C.15.2.3 The Impartial Hearing Officer must conduct pre-hearing conferences in accordance with appropriate, standard legal practice and in accordance with the directives of the OSSE.

C.15.2.4 The Impartial Hearing Officer must conduct hearings in accordance with appropriate, standard legal practice and, as applicable, in accordance with the procedures and requirements in the IDEA law and regulations; District of Columbia law and regulations and written directives of the OSSE.

C.15.2.5 The Impartial Hearing Officer must demonstrate efficient case-management strategies, including complying with all applicable timelines and written directives of the OSSE.

C.15.2.6 The Impartial Hearing Officer must render final written decisions that are in accordance with standard legal practice and the DCMR, and are clear, concise and founded in case law and fact.

C.15.2.7 The Impartial Hearing Officer must demonstrate judicial temperament and professional behavior at all times during the proceedings. Actions by the Impartial Hearing Officer that fail to maintain this standard may be cause for removal from the pool of Impartial Hearing Officers for a period to be determined by OSSE.

C.15.2.8 The Hearing Officer must ensure a complete and accurate administrative record is made of the proceedings.

C.15.2.9 The Impartial Hearing Officer must demonstrate compliance with the expectations, functions, and responsibilities set forth in the Impartial Hearing Officer's contract and/or the written directives of the OSSE, including the written directives of the Chief Hearing Officer, and conduct himself/herself in a professional manner. Actions by the Impartial Hearing Officer that fail to maintain this standard may be cause for removal from the pool of Impartial Hearing Officers for a period to be determined by OSSE.

C.15.2.10 The Impartial Hearing Officers will be informed of the evaluation process and the measurements for each criteria upon which their performance will be evaluated in advance of the implementation of the evaluation system. The evaluation method may include observations of the conduct of pre-hearing conferences and hearings, review of administrative records, decisions submitted, docketing system data, party evaluation surveys, and training attendance records. If unsatisfactory performance is determined as a result of the evaluation or at any time during the course of the contract term, sanctions will be applied. Such sanctions may include, but are not limited to:

C.15.2.11 Compliance with a mandatory individualized professional development plan, including remedial activities

Failure of an Impartial Hearing Officer to comply with and demonstrate satisfactory progress with a written mandatory individualized professional development plan, including remedial activities, ordered as a result of the evaluation of the Hearing Officer or at any time during the course of the contract term, will be a criteria used in subsequent evaluations and a consideration during the re-appointment process in an option year;

C.15.2.12 Suspension of the Impartial Hearing Officer from the appointment list for a prescribed period of time during which remedial activities would be required

Upon suspension, the flat fee per case or other established rate described in Section B.3.2 may be withheld on the effective date of the suspension.

C.15.2.13 An Impartial Hearing Officer may be removed from the appointment list for failure to complete remedial activities in the prescribed time;

C.15.2.14 An Impartial Hearing Officer may be permanently removed from the list of qualified Impartial Hearing Officers, including reassignment of all cases pending before the Impartial Hearing Officer; and

C.15.2.15 An Impartial Hearing Officer may be referred to Bar Counsel for inappropriate conduct.

C.16 ASSIGNMENT OF CASES

An Impartial Hearing Officer will be assigned cases on a monthly basis, as needed.

The OSSE reserves the right to assign or reassign cases based on consideration of workload distribution, experience, convenience, administrative reasons, geographic location, timeliness, accuracy, efficiency, compliance with applicable laws, rules, or regulations, or other appropriate considerations as determined by the OSSE.

Contractor agrees to work cooperatively with the other Impartial Hearing Officers in regarding reassigned cases. In accordance with C.6, upon suspension or termination, established rates described in Section B.3.2 will be withheld on the effective date of the suspension or termination. Monthly or future payments will cease upon termination of the contract.

SECTION D: PACKAGING AND MARKING

This Section is not applicable:

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number *(6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The OSSE contemplates multiple awards under an Indefinite Delivery Indefinite Quantity (IDIQ) Task Order Contract. This is a flat fee per case assignment rate Contract based on monthly payments with the noted exceptions in Section B.3.2.

F.2 TERM OF CONTRACT

The term of the contract shall be for a base period of 12 months, from date of award specified on the cover page of the contract.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the terms of the contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension.

The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the District exercises the option to extend, the contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the contract.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.4 DELIVERABLES, DUE PROCESS HEARINGS, FACILITATED RESOLUTION, AND MEDIATIONS:

Due Process Complaint Matters, Other Administrative Matters, and Facilitated Resolution Matters:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Hearing Officers Pre-Hearing Conference notice and	As needed based on the activity in	Hardcopies and Electronic Version	As prescribed in law, regulation,

	Orders; Orders and Hearing Officer's Determination/closing order.	an assigned case.		appropriate, standard legal practices , the Blackman Jones Consent Decree and/or written OSSE Office directives.
0001a	Hearing Officers return individual case files and certify the complete organized record of the administrative hearing or review to the OSSE in accordance with the Office's directive.	Required for each assigned case.	Hardcopies and Electronic Version	As prescribed in law, regulation, the Blackman Jones Consent Decree and/or written OSSE directives.
0001b	Hearing Officers will provide updates and docket information on case activity for each case file on a continuing and reasonably contemporaneous basis.	As needed based on the activity in an assigned case.	Hardcopies and Electronic Version	As prescribed in law, regulation, the Blackman Jones Consent Decree and/or written Student Hearing Office directives.
0001c	In Facilitated Resolution Matters, timely attend resolution sessions and serve as a facilitator during	Required for each assigned case.	Electronic copies	As prescribed in law, regulation, the Blackman Jones Consent

	resolution sessions. After completion of the session, timely provide all feedback and documentation to the OSSE.			Decree and/or written Student Hearing Office directives.
0001d	IDEA matters follow the specific guidelines outlined in 34 C.F.R. §§300.512-300.513, DCMR 5E- §3030.13 and standard legal practice, and any other format requirements set by the OSSE. After deleting personally identifiable information, these Hearing Officer Determinations are made available to the public; therefore the Hearing Officer shall also comply with the redaction format and redaction requirements set by the OSSE. In addition to the requirements of DCMR 5E-§3030.13:	Required for each Hearing Officer Decision	Electronic and Hard Copies	As prescribed in law, regulation, IDEA, DCMR, and OSSE directives.

Deliverables for Mediation Matters

CLIN #	Deliverable	Quantity	Format/Method of Delivery	Due Date
1. (Section C.2)	1. Upon receipt of a unilateral request for mediation, contact the other party to explain the benefits of, and encourage the use	Each assigned case of this nature	Documentation of contact	Ongoing basis throughout contract year

	of, the mediation process			
2. (Section C.2)	Schedule each session in the mediation process with the parties in a timely manner	Each assigned case	Documentation in each case record and ISight	Ongoing basis throughout contract year
3. (Section C.2)	Timely conduct voluntary mediation requested by the parties to the dispute in a manner that ensures that mediation is not used to deny or delay a parent's right to a hearing, or to deny any other rights afforded under IDEA Part B or C.	Each assigned case that proceeds to mediation	Documentation in each case record and ISight	Ongoing basis throughout contract year
4. (Section C.2)	Collect required data and document the status of the case, including case closure as directed by, and in the manner proscribed, by the SHO.	Each assigned case	Documentation in each case record and ISight	Ongoing basis throughout contract year

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the Task Order, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the Task Order.

G.1.2 When submitting invoices the Impartial Hearing Officer shall include a detailed, itemized listing of all time sheets showing the time worked during the reporting period, status conferences, pre-hearings and hearings conducted, orders issued, and Hearing Officer's Determinations written during the period of time covered by the invoice. The Impartial Hearing Officer must include all information

set forth in the contract and as directed by the OSSE and must submit any additional documentation requested as needed for accurate accounting or auditing purposes.

G.1.3 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.6 below. The address of the CFO is:

ossevendor.invoices@dc.gov

OR

OSSE Accounts Payable
Office of the State Superintendent of Education
810 1st. Street, NE, 4th Floor
Washington, DC 20002

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Task Order number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 An authorized signature.

G.3 METHOD OF PAYMENT

The Contractor will be paid through incremental payments following submission of invoices documenting successful completion of the deliverables and other permissibly billed tasks as provided

for in Section B.3.2 and with the specificity set forth in the contract and as directed by the Student Hearing Office. Successful completion of a deliverable shall be determined by CA when the deliverables have been received and approved by the Agency. Other billable tasks, as described in Section B.3.2, must be documented in relevant case files. Following the Agency's approval of each deliverable, the Contractor will prepare and submit an invoice to the CA containing detailed records as specified by the Student Hearing Office. Payment will be made based on the agreed contractual rate.

G.4 CONTRACTING OFFICER (CO)

Task Orders will be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

Name: Alvin N. Stith
OSSE Procurement Office
Address: 810 1st. Street, NE, 8th Floor
Washington, DC 20002
Telephone: (202) 481-3798

G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.5.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Task Order.

G.5.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Task Order, unless issued in writing and signed by the Contracting Officer.

G.5.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Task Order price to cover any cost increase incurred as a result thereof.

G.6 CONTRACT ADMINISTRATOR (CA)

G.6.1 The CA is responsible for general administration of the Task Order and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the Task Order.

In addition, the CA is responsible for the day-to-day monitoring of the Task Order, of ensuring that the work conforms to the requirements of this Task Order and such other responsibilities and authorities as may be specified in the Task Order. The CA for this Task Order is:

Name: Tracey A. Langley
Title: Director of the Student Hearing Office
Agency: OSSE
Address: 810 1st. Street, NE, 2nd floor
Washington, DC 20002
Telephone: 202-698-3819

G.6.2 The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the Task Order.

G.6.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after the expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.2 FREEDOM OF INFORMATION ACT

H.2.1 The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made.

If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.6 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.

If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA.

The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.3 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.4 INDEPENDENT CONTRACTOR

This contract is a "non-personal services contract". It is therefore, understood and agreed that the Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with

any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract resulting from this solicitation and are applied only to the extent which they are not in conflict with this RFQ. Where the terms of the RFQ and the SCP differ, the RFQ prevails. See also Section B.1, paragraph 3 and Section L.9. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept confidential, in accordance with all the District and Federal laws governing the confidentiality of records. The Contractor will also adhere to all standards contained in Section C.3.6.1 above.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and District holidays, unless otherwise stated herein.

I.5 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor. Subcontracts are prohibited under this solicitation.

I.6 INSURANCE

The Contractor will be required to maintain all necessary insurance in accordance with the contract, the requirements of which may be changed at the OSSE's discretion. The Contractor will be required to submit certificates of insurance as described in Section L.12.

I.7 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- I.7.1** the Supplies or Services and Price (Section B),
- I.7.2** Specifications/Work Statement (Section C),
- I.7.3** the Special Contract Requirements (Section H),
- I.7.4** the Contract Clauses (Section I), and
- I.7.5** the Standard Contract Provisions, March, 2007.

SECTION J: LIST OF ATTACHMENTS

J.1 INCORPORATED ATTACHMENTS (The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)

J.2.1 Tax Certification Affidavit

J.2.2 Conflict of Interest Statement

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CANDIDATES

This Section is not applicable.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CANDIDATES

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award multiple awards under an IDIQ Task Order Contract resulting from this solicitation to the responsible candidates whose offers conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.2 RESPONSE FORM, ORGANIZATION AND CONTENT

L.2.1 One original and six (6) copies of the written response shall be submitted. Responses shall be typewritten in 12 point font size on 8.5" by 11" paper. Telephonic and facsimile response will not be accepted; however, electronic PDF versions of the written response shall be permitted. Each hardcopy response shall be submitted in a sealed envelope conspicuously marked: "Response to Solicitation No.: _____, Impartial Hearing Officer, and name of candidate".

L.2.2 Candidates are directed to the specific response evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Candidate shall respond to each factor in a way that will allow the OSSE to evaluate the Candidate's response. The Candidate shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical response shall facilitate evaluation and best value source selection for all responses. The technical response must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.2.3 Response must be on 8 ½" by 11" paper, bound on the left hand side, and organized into numbered sections as described below.

L.2.3.1. Title Page

Indicate the Solicitation number and subject, the name of the Candidate, address, telephone number, fax number, e-mail address, name of the contact person and the date.

L.2.3.2 Table of Contents

Include a clear identification of the material by section and by page number.

L.2.3.3 Understanding and Approach

(A) State your understanding of the services to be provided.

(B) State the approach to be exercised to accomplish the service to be performed.

L.2.3.4 Profile and Qualifications of the Candidate

(A) Provide a copy of your resume or curricula vitae that demonstrates your relevant knowledge, ability and work experience, including being an attorney with at least five (5) years of legal experience.

(B) Provide documentation demonstrating and supporting the mandatory qualifications and preferred qualifications, if applicable, that are identified in section C.4.

(C) List and describe recent work experiences similar to those requested in this Solicitation. Please indicate if such work experience meets the preferred qualifications in Section C.4.

(D) Provide the names and telephone numbers of three (3) persons who have knowledge regarding your character and professional ability relevant to fulfilling the position of Hearing Officer, and state how long each has known you and in what context. (It is the OSSE's discretion whether to contact listed references. References will not be contacted unless the Candidate is selected to participate in the orientation.)

(E) Describe any potential conflict of interest arising out of professional position(s) that you have held or currently hold concurrent with an appointed term as an Impartial Hearing Officer.

(F) State your attributes and skills which should be considered by the panel in evaluating your response to serve as an Impartial Hearing Officer. Include a description of your attributes related to judicial temperament and analytical skills, which should be considered by the panel in evaluating your response to serve as a Hearing Officer.

(G) Describe why you believe you can effectively fulfill the responsibilities of an Impartial Hearing Officer, and why you desire to serve in that capacity.

(H) Include a legal writing sample demonstrating the ability to render and write decisions in accordance with appropriate, standard legal practices. The sample must be an authored decision or legal brief or memorandum on one or more dispositive issues in a contested case.

L.2.3.6 Professional and Personal Conduct

(A) Provide an original certificate of good standing from the District of Columbia Bar that was issued within 30 days prior to your response submission. If not a current member of the District of Columbia Bar, provide an original certificate of good standing from the applicable State Bar that was issued 30 days prior to your response submission. If a Candidate is a member of more than one State Bar, the Candidate must submit a certificate of good standing from each Bar in which they are a member, as well as, proof of length of membership. (If the Candidate does not obtain the certificate of good

standing from the State Bar prior to the date of the RFQ submission, he/she must submit a copy of the request for such certificate with the response and provide the certificate immediately after issuance and no later than five (5) days prior to the date scheduled for interviews in this RFQ.)

(B) Answer the following questions. If the answer to any of these questions is yes, please provide an explanation:

1. Has any professional license or certificate ever been revoked or suspended or has your conduct been the subject of other discipline by any licensing authority, disciplinary body, or an employer?
2. Have you even been formally censured, adjudged, or held in contempt or otherwise disciplined by any judge, court or other tribunal?
3. Have you ever been convicted of a felony or misdemeanor or been given an order of supervision for a misdemeanor other than a minor traffic offense?

L.3 RESPONSE SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF RESPONSE AND LATE RESPONSE

Complete response must be submitted no later than 5:00 pm EST on in accordance with Section C.3.4.1, without exception. Responses received after 5:00 pm EST on will not be considered complete in the Initial Selection Process.

L.3.1 Hand Delivery or Mailing of Response

Delivery or Mail to:

Office of Contracting and Procurement
OSSE Procurement Office
Address: 810 1st. Street, NE, 8th Floor
Washington, DC 20002
Attention: Alvin Stith

L.3.2 Postmarks

The only acceptable evidence to establish the date of a late response, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the response, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the response shall be considered late unless the candidate can furnish evidence from the postal authorities of timely mailing.

L.3.3 Late Response

A late response, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, after award and then retained with unsuccessful offers resulting from this solicitation.

L.3.4 Late Modifications

A late modification of a successful response, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.4 EXPLANATION TO PROSPECTIVE CANDIDATES

There will be no pre-proposal conference.

L.5 SIGNING OF OFFERS

The candidate shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.6 UNNECESSARILY ELABORATE RESPONSE

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the candidate's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.7 RETENTION OF RESPONSES

All response documents will be the property of the District and retained by the District, and therefore will not be returned to the candidates.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a response in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 RESPONSE PROTESTS

Any actual or prospective candidate or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the Contracting Officer a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial responses shall be filed with the Contracting Officer prior to the time set for receipt of initial responses.

In procurements in which responses are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of responses following the incorporation. The protest shall be filed in writing, with the Contracting Officer, 810 First Street, NE, Washington, D.C. 20002.

The Contracting Officer shall render a decision within 10 days of receiving a protest.

The decision of the Contracting Officer is appealable to the State Superintendent of Education. The decision of the State Superintendent **shall be final** with no further right of appeal to the Contract Appeals Board or any other courts. Please refer to Section B.1, paragraph 3 of this solicitation.

L.10 RESPONSE PREPARATION COSTS

Interview: The OSSE is not liable for any costs incurred by the Candidates in submitting response to this solicitation. The OSSE will not pay travel expenses for interviews, but if a Candidate resides more than 100 miles from the District of Columbia the OSSE may offer an opportunity for an interview by teleconference.

Orientation: Candidates attending the orientation program will be reimbursed a nominal flat rate of \$500.00. Candidates interested in continuing legal education credit from his/her Bar Association for the orientation training, the OSSE will provide the requisite information to the Candidate for his/her submission.

L.11 ACKNOWLEDGMENT OF AMENDMENTS

The Candidate shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Candidates' failure to acknowledge an amendment may result in rejection of the offer.

L.12 CERTIFICATES OF INSURANCE

The Contractor shall submit any certificates of insurance required by the contract and provide evidence of the required coverage as specified in the contract prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Name: Alvin N. Stith
OSSE Procurement Office
Address: 810 1st. Street, NE, 8th Floor
Washington, DC 20002
Telephone: (202) 481-3798

SECTION M – EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

General Process to Be Followed

Selection of Impartial Hearing Officers will be based on the OSSE's evaluation of the Candidate's qualifications, knowledge, skills, and ability to meet the requirements stated in this RFQ.

Responses will be evaluated based upon criteria developed by the OSSE. If the candidate is a current or former Impartial Hearing Officer under contract with the District of Columbia for any previous contract period, due weight will be placed on the performance of the Candidate as a Hearing Officer during any such contract periods.

The individual(s) designated to review each response for completeness and the individuals on the evaluation and review panel be appointed by the State Superintendent of Schools or his/her designee. The recommendations of the Review Panel will be compiled and the recommended responses will be presented to the Superintendent or her designee who will, for each recommended response, either: (1) approve the response in whole or part, (2) disapprove the response, or (3) defer action on the response for further consideration.

M.2 TECHNICAL RATING OF EACH RESPONSE

Every complete response will receive a technical rating score based on an evaluation of the written response to this RFQ. Candidates will be invited for an interview based on the technical rating score of the written response. The Review Panel will evaluate the responses based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the OSSE in making an intelligent award decision based upon the evaluation criteria and upon other factors as determined by the Superintendent or her designee.

Mandatory qualifications The Candidate must prove that he or she meets all mandatory requirements as set forth in section C.3.1 and must submit required documentation.

The Technical Rating Scale is as follows:

Numeric Rating Adjective Description:

- 1 Unacceptable - Fails to meet minimum requirements; major deficiencies which are not correctable.
- 2 Poor - Marginally meets minimum requirements; significant deficiencies which may be correctable.
- 3 Acceptable - Meets requirements; only minor deficiencies which are correctable.
- 4 Good - Meets requirements; no deficiencies.
- 5 Excellent - Exceeds most, if not all requirements; no deficiencies.

M.3 EVALUATION CRITERIA

Selection of complete responses for contract awards will be based on an evaluation of responses against the following factors:

M.3.1 Criteria to evaluate written responses:

M.3.1.1 Mandatory Professional Qualifications (20 points)

Meet the mandatory qualifications identified in Section C.3.1 of this RFQ.

M.3.1.2 Mandatory Writing Qualifications (20 points)

In order to meet the mandatory exceptional or good writing skills, the Candidate must meet the mandatory skills as described in section M.2. Failure of a Candidate to meet the mandatory writing skills will cause the Candidate to be eliminated for further consideration.

M.3.1.3 Prior Experience (20 points)

Provide a copy of your resume or curricula vitae that demonstrates your work experience.

M.3.1.4 Preferred Qualifications (10 points Maximum Additional Points)

Meet the preferred qualifications identified in Section C.3.4 of this RFQ.

M.3.2 Criteria to evaluate interview performance:

M.3.2.1 Responses to Oral Interview Questions (30 points)

M.3.3 MAXIMUM TOTAL 100 Points

[End of RFQ]